withdrawn plea of guilty is admissible in evidence. *People* v. *Jacobs*, 165 N. Y. App. 721, 151 N. Y. Supp. 522. See *Commonwealth* v. *Ervine*, 8 Dana (Ky.) 30. *Contra*, *State* v. *Meyers*, 99 Mo. 107, 119, 12 S. W. 516, 519. *Cf. People* v. *Ryan*, 82 Cal. 617, 23 Pac. 121. A voluntary acknowledgment of guilt by the defendant is ordinarily probative, and is admissible as a confession. A voluntary plea of guilty should thus be admissible, unless the statement of a person in a criminal plea, like that of an actor on the stage, loses its ordinary significance. It is well settled that a plea of guilty is competent as an admission. *Parker* v. *Couture*, 63 Vt. 449, 21 Atl. 1102; *Green* v. *Bedell*, 48 N. H. 546. This involves the decision that the plea is probative; and it should hence be admissible as a confession, if it is voluntary. A plea of guilty may, it is submitted, be voluntary. The demand of the court that the defendant make some plea would not seem to offer any inducement for a false plea of guilty. There might be circumstances which showed the plea to be involuntary. But these present only a preliminary question for the trial judge; and the judge's permission for the defendant to withdraw his plea as a conclusive determination of guilt and to thus get a jury trial does not, it seems, necessarily show that he considered the plea to be involuntary. It might be objected that evidence of the plea would be given undue weight by the jury; but the chance of this would seem slight in view of the defendant's opportunity to show the circumstances under which the plea was offered. The evidence would thus seem admissible. The feeling of a lawyer that it should not be admitted arises probably from the point of view that a trial is a game and that it is unsportsmanlike for one party to take advantage of the withdrawn pleadings of the other.

EVIDENCE — DECLARATIONS CONCERNING MATTERS OF GENERAL OR PUBLIC INTEREST — TRADITIONARY PROOF THAT THE LOCUS IS INCLUDED IN SPECIFIED LARGER TRACT. — The plaintiff in ejectment claimed under a deed which described the land conveyed merely as the "Grant Mill Place." He offered to testify to a general reputation in the community that the land in issue was embraced within the tract so known. While reversing the case on other grounds, the court held that this evidence was properly excluded. *McAfee* v. *Newberry*, 87 S. E. 392 (Ga.).

Georgia has codified the rule permitting traditionary proof of ancient boundaries; the statute embracing private boundaries, in accordance with the general rule in this country. (1910, GEORGIA CIVIL CODE, § 5772.) This exception to the hearsay rule is based on necessity and the fact that community reputation upon such subjects is likely to embody the truth. See *Toole* v. *Peterson*, 9 Ired. L. (N. C.) 180, 185; *Harriman* v. *Brown*, 8 Leigh (Va.) 697, 707, 710; 2 WIGMORE, EVIDENCE, §§ 1580–83. Strangely enough, there has been little adjudication as to precisely what may be proved by this method. We are free therefore to decide the case in the manner indicated by the reasons that justify the rule. It is laid down broadly that "particular facts" cannot be proved. 2 WIGMORE, EVIDENCE, § 1585. However, evidence was admitted to prove that a castle was located in a certain hundred. *Duke of Newcastle* v. *Broxtowe*, 4 B. & Ad. 273. But evidence that premises lay within a larger unsurveyed tract was not admitted when the boundaries of the larger tract could have been determined by survey. *Mendenhall* v. *Cassels*, 3 Dev. & B. (N. C.) 49. See also *Toole* v. *Peterson*, 9 Ired. L. (N. C.) 180. The difference between the cases, both in the matter of necessity and in the probability of accurate report, is evident. Necessity is absolute whenever the boundaries lie only in tradition; when they do, the location of a certain piece within a larger tract is as capable of accurate report as the position of the boundaries of the larger tract themselves, for the two things are identical. The principal case demonstrates the wisdom of discretionary leeway which will permit the admission of evidence

slightly below the ordinary standard of trustworthiness, in a case of extreme need.

INJUNCTIONS — ACT RESTRAINED — INJUNCTION AGAINST EXHIBITING MOTION PICTURE OBTAINED THROUGH INDUCING BREACH OF NEGATIVE COVENANT. — The plaintiff contracted with an actress of unique ability for her services in producing the first motion picture play in which she was to appear, and the actress expressly covenanted not to appear for anyone else. Through fraudulent misrepresentations, the defendant induced her to break her contract with the plaintiff and act for a picture for the defendant. Later she returned to fulfill her contract with the plaintiff, who now seeks to enjoin the defendant from exhibiting films "featuring" her. *Held*, that the demurrer to the bill be overruled. *Jesse L. Lasky, etc. Co.* v. *Fox*, 157 N. Y. Supp. 106 (Sup. Ct.).

The defendant, by inducing the actress to render him services to which the plaintiff under his contract was exclusively entitled, committed a legal tort upon the plaintiff. *Lumley* v. *Gye*, 2 El. & Bl. 246; *Ashley* v. *Dixon*, 48 N. Y. 30; *Walker* v. *Cronin*, 107 Mass. 555. Legal damages for inducing the breach of such a contract are a wholly inadequate remedy. Hence with a view to prevent further breaches of the contract by the actress equity would restrain the wrongdoer from accepting the services. *Lumley* v. *Wagner*, 1 DeG. M. & G. 604; *Manchester, etc. Co.* v. *Manchester, etc. Co.* (1901), 2 Ch. 37, 51; *Donnell* v. *Bennett*, 22 Ch. 835. However efficacious this may be in dealing with the "legitimate" stage, it is apparent that with moving picture plays, once the pictures have been taken, such a remedy is quite useless. For the difficulty is not in preventing the defendant from inducing further breaches of contract, but to protect the picture monopoly for which, in substance, the plaintiff has contracted and to which he is entitled. It is well settled, however, that equity will enforce against a wrongdoer specific reparation for his tort in cases of unique injury. *Duke of Somerset* v. *Cookson*, 3 P. Williams 390; *Beresford* v. *Driver*, 14 Beav. 287, 16 Beav. 134; *Williams* v. *Carpenter*, 14 Colo. 477. Again equity will enjoin the negotiation of negotiable instruments illegally obtained. *Smith* v. *Aykwell*, 3 Atkyns 566. On these analogies, since by his wrongful acquisition of the films, the defendant in the principal case has destroyed the plaintiff's monopoly, the plaintiff should be secured specific reparation of the injury by enjoining the defendant from showing the pictures.

INSURANCE — INCONTESTABILITY CLAUSE — DEFENSE OF FRAUD IN PROCURING POLICY. — A life insurance policy contained a clause making it incontestable from its date except for non-payment of premiums. In an action brought by the beneficiary to recover the amount of the policy the defendant company set up the defense of fraud in procuring the policy. The plaintiff demurred. *Held*, that the alleged fraud is no defense. *Duvall* v. *National Ins. Co.*, 154 Pac. 632 (Idaho).

Many life insurance policies provide that the policy shall be incontestable after a period of two or three years, some states requiring this by statute. It is universally held that the expiration of this period bars the defense of fraud in procuring the policy. *Mass. Benefit Life Ass.* v. *Robinson*, 104 Ga. 256, 30 S. E. 918; *Wright* v. *Mutual Benefit Life Ass.*, 118 N. Y. 237, 23 N. E. 186; *Murray* v. *State Mutual Life Assurance Co.*, 22 R. I. 524, 48 Atl. 800. These cases are put on the ground that the parties have contracted for a short period of limitations. Such contracts are very generally held valid. *Riddles-Barger* v. *Hartford Ins. Co.*, 7 Wall. (U. S.) 386; *Gooden* v. *Amoskeag Fire Ins. Co.*, 20 N. H. 73. *Contra, Union Central Life Ins. Co. v. Spinks*, 119 Ky. 261, 83 S. W. 615. But when the stipulated incontestability is from the inception of the policy this reasoning fails. It is clear that on grounds of public policy the courts will prevent a person who has procured an ordinary contract by fraud